



STATE OF IOWA
REQUEST FOR PROPOSAL

****THIS IS NOT AN ORDER****

RFP:# 005 0707005017

DATE: 09/08/06

Page: 1 of 4

FUNCTION: New

PHASE: Final

ABOVE RFP NUMBER MUST APPEAR ON ALL
CORRESPONDENCE.

DUE DATE: 2006-10-02

DUE TIME: 13:00:00

CONTACT

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
5152816288

ISSUER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
5152816288

REQUEST FOR PROPOSAL (RFP)

NOTICE: DIRECT ALL QUESTIONS TO THE BUYER LISTED ABOVE. PROPOSAL DOCUMENTS MUST BE SIGNED AND ARRIVE IN AN ENVELOPE MARKED WITH THE RFP NUMBER AND DUE DATE. LATE PROPOSALS WILL NOT BE CONSIDERED. THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

RFP DOCUMENTS MUST BE SENT BY MAIL OR COURIER SERVICE ADDRESSED TO THE BUYER FOLLOWING:

DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE - PURCHASING
HOOVER STATE OFFICE BUILDING, LEVEL A
1305 E. WALNUT STREET
DES MOINES, IA 50319-0105

SOLICITATION DESCRIPTION

Medical Waste Disposal Program for multiple State Facilities

The bidder accepts the following unless otherwise specified:	Approved By: Name	
FOB	Company	
Payment terms	Address	
Bid is valid for 90 Days	City, St, Zip	
Delivery Date	Phone	
FEIN #	Fax	



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LINE NO	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST	EXT COST / CONTRACT AMT
------------	-----------------------------	------	-------------------------	-----------	----------------------------

1		94893		\$	\$
---	--	-------	--	----	----

Waste Disposal Services, Medical

.
Provision of an annual contract for Bio-Medical Hazardous
Waste Disposal Containers and Services for multiple State
Facilities.

.
Please respond to this request on the attached RFP
Documents.



STATE OF IOWA
REQUEST FOR PROPOSAL

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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification



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TERMS AND CONDITIONS

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE**

**REQUEST FOR PROPOSALS
RFP 0707005017**

**State of Iowa Contract for
Off-Site Bio-Medical Waste Disposal Program**

The State of Iowa, Department of Administrative Services (DAS), shall be receiving sealed proposals for a contract to provide a Bio-Medical Waste Disposal Program on an as-needed basis. Proposals shall be accepted until 1:00 P.M., local Iowa time on the RFP due date at the State of Iowa, Department of Administrative Services, General Services Enterprise (DAS/GSE), Hoover State Office Building, 1305 East Walnut Street, Des Moines, Iowa 50319-0105. Late proposals, e-mailed proposals and proposals provided on alternate forms shall not be accepted.

See the attached pages for detailed requirements of the Request for Proposal (RFP).

For further information regarding the RFP, refer to RFP0707005017 throughout the competitive acquisition process and contact only the RFP issuing officer:

Jeanette Chupp, C.P.M.
Purchasing Agent III
Iowa Department of Administrative Services (DAS)
General Services Enterprise (GSE)
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0105
Phone: 515-281-6288
Fax: 515-242-5974
E-Mail: jeanette.chupp@iowa.gov

During the competitive procurement process vendors and interested parties shall contact ONLY the RFP Issuing Officer.

RFP0707005017 and all Addendums are available electronically at web-site <http://bidopportunities.iowa.gov> or <http://das.gse.iowa.gov/iowapurchasing>.

REQUEST FOR PROPOSAL NO. 0707005017

THIS REQUEST FOR PROPOSAL CONSISTS OF FOUR (4) CHAPTERS

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Attachment II:	Certification of Confidentiality and Non-Disclosure Complete and return in your Official Proposal
Attachment III:	Certification of Independence / No Conflict of Interest Complete and return in your Official Proposal
Attachment IV:	Vendor's Response Form (3-Pages) Complete and return in your Official Proposal
Attachment V:	Price Schedule (2-Pages) Complete and return in your Official Proposal
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REQUEST FOR PROPOSAL NO. 0706005010

CHAPTER I

ADMINISTRATIVE INFORMATION

1.1 PURPOSE

Through a competitive procurement process, one (1) Vendor shall be awarded a contract for a Bio-Medical Waste Disposal Program. All products and/or services under the program shall be supplied strictly on an as-needed basis.

1.2 BACKGROUND

The State currently utilizes one (1) contract, for a Bio-Medical Waste Disposal Program. A copy of this contract is enclosed herein as Attachment VII. Records indicate in the past 12-months State Facilities have spent approximately \$33,000 with the contracted vendor, Stericycle, Inc. In addition to purchasing under established contracts, the State reserves the right to purchase similar products/services under separate individual bids, Targeted Small Business Contracts or under other programs or competitive procurements which may be more cost beneficial or may be necessary due to changes in prevailing conditions.

1.3 OBJECTIVES OF THE RFP

- A. Provide detailed data necessary for preparation of competitive proposals by qualified vendors. Provide a fair and objective procurement process.
- B. Result in contract(s) between the successful vendor(s) and the State of Iowa on behalf of the State of Iowa Facilities, State of Iowa Agencies and Departments, and political sub-divisions (Iowa cities, counties and school districts).

1.4 INQUIRIES

- A. All inquiries concerning this RFP shall be submitted in writing, only to the issuing officer: Jeanette Chupp, Iowa Dept. of Administrative Services, General Services Enterprise, Hoover Building - Level A, 1305 East Walnut Street, Des Moines, Iowa, 50319 at Fax: 515-242-5974 or E-mail Address: Jeanette.Chupp@iowa.gov
- B. During the procurement and evaluation process Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a "Notice of Intent to Award" may result in disqualification.
- C. In NO CASE shall verbal communications override written communications released by the Issuing Officer in the form of formal Addendum(s) to the RFP. Only written communications shall be binding on the State.
- D. The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written Addendum(s) to

the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in Addendum(s). Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal.

1.5 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE LOCAL IOWA TIMES)

<i>Date</i>	<i>Activity</i>	<i>Comment</i>
Sept. 8, 2006	Release RFP and Advertise RFP	RFP released to prospective Vendors and posted on the DAS/GSE Web-Site.
Sept. 20, 2006	Vendor's written questions and/or requests to receive addendums via e-mail are due by 1:00 p.m.	Written questions and/or requests to receive Addendum's via e-mail shall be delivered to Jeanette Chupp at Fax: 515-242-5974 or E-Mail Address: jeanette.chupp@iowa.gov
Sept. 22, 2006	State shall respond to pertinent questions on or before this date.	State's response to pertinent questions shall be released in the form of addendum(s)
October 2, 2006	Proposal Due Date/Time: on or before 1:00 P.M., local Iowa time	Proposals shall be accepted by DAS/GSE, on or before 1:00 P.M., local Iowa time.
Oct. 2, 2006	Proposals shall be opened and Vendors listed on an Abstract Form	Vendors who submitted proposals shall be faxed or e-mailed a copy of the Abstract Form.
Oct. 2 thru 16	Proposals evaluated and awarded	
Oct. 18, 2006	A Notice of Intent to Award shall be issued by DAS/GSE	The "Notice of Intent to Award" shall be released via fax or e-mail to all Vendors who submitted proposals
Oct. 26, 2006	State Contract form shall be released to the awarded Vendor.	State Contract Form shall be provided to the awarded Vendor for signature.
Nov. 13, 2006	Signed Contract Form shall be returned by the awarded Vendor.	The awarded Vendor shall return the signed State Contract Form to DAS/GSE. Vendor forms shall NOT be accepted.

1.6 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, and must address the requirements provided in Chapter III and Chapter IV to aid proposal evaluation.

1.7 AMENDMENT(S) TO THE RFP AND PROPOSAL RESPONSE PACKAGE AND WITHDRAWAL OF PROPOSALS

The State reserves the right to amend the RFP at any time by issuing written Addendum(s). The Vendor shall acknowledge receipt of all Addendum(s) in **Attachment I**. The Vendor may amend their proposal response package at any time prior to the proposal due date/time. The amendment(s) shall be in writing, signed by the Vendor and received prior to the proposal due date/time via mail, courier or in-person. Faxed or e-mailed proposal response package amendment(s) shall not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals via mail, courier or in-person. Faxed or e-mailed requests to withdraw proposals shall not be accepted.

1.8 REJECTION OF PROPOSALS

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. The State shall not pay for any information herein requested, and is not liable for any costs incurred by the vendor. Any proposal may be rejected outright and not evaluated for any one of the following reasons:

- a) The Vendor fails to deliver the proposal response package on or before the proposal due date and time.
- b) The Vendor fails to deliver both the proposal and any required price lists.
- c) The Vendor's response limits the rights of the State of Iowa.
- d) The Vendor fails to respond to request(s) for information.
- e) The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- f) The Vendor's proposal is not signed by an officer of the Vendor's firm.
- g) Vendor initiates unauthorized contact regarding the RFP with state employees.
- h) Vendor submits a proposal which is not compliant with the RFP requirements.
- i) Vendor provides misleading/inaccurate information in their RFP response

1.9 DISCLOSURE OF PROPOSAL CONTENT

The laws of the State of Iowa require at the conclusion of the RFP evaluation process after a "Notice of Intent to Award" is released, the contents of "public copies" of all proposals be placed in the public domain and open to inspection by interested parties. Trade secrets or proprietary information recognized as such and protected by law may be withheld if clearly identified as such in the proposal. Note: Pricing information and discount schedules shall not be considered proprietary information under any circumstances.

1.10 PROPOSAL OBLIGATIONS

The contents of the proposal response package and any clarifications thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.11 DATE, TIME AND PLACE TO SUBMIT PROPOSAL RESPONSE PACKAGE

The Official Proposal Response Package shall be completed in the proposal format set forth in RFP Chapter 4. The Official Proposal Response Package, shall be delivered in hard-copy on or before the time and date set for receipt of proposals in RFP Section 1.5 "Schedule of Events" to the RFP Issuing Officer:

Jeanette Chupp, Purchasing Agent III

Iowa Department of Administrative Services, General Services Enterprise
Hoover State Office Building – Level A,
1305 East Walnut Street, Des Moines, Iowa 50319-0105

Late proposals, faxed proposals, e-mailed proposals and proposals submitted on alternate Vendor forms shall not be considered.

1.12 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a response to this RFP, the Vendor certifies the proposal was developed independently. The Vendor also certifies no relationship exists or shall exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY

- A. Before the Notice of Intent to Award is issued all details of proposals and scoring shall remain confidential. Upon issuance of a Notice of Intent to Award all proposals and award scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. The State may treat all information submitted by a Vendor as public information unless the Vendor properly requests specific information be treated as confidential at the time of submitting the proposal.
- B. Any documents submitted which contain confidential information shall clearly indicate on each page what information is confidential. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- C. In addition to marking the proposal information as confidential material where it appears, the Vendor shall submit one hard copy, of the Official Proposal marked **'Public Copy'** from which all confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' shall be available for public inspection after a "Notice of Intent to Award" has been released by the Issuing Officer. Note: Failure of the Vendor to provide a "Public Copy" shall be accepted as offering the "Original Copy" as also the "Public Copy".
- D. The entire proposal shall NOT be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.
- E. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules shall be deemed by the State as a waiver of any right to confidentiality.

1.14 PROPOSAL PROPERTY OF THE STATE

All proposals become the property of the State of Iowa and shall not be returned to the Vendor(s). At the conclusion of the selection process, the contents of all proposals shall be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.15 PROPOSAL EVALUATION AND AWARD

The Department of Administrative Services reserves the right to award a contract to the Vendor who demonstrates the best value. The successful vendor shall be determined using a point score as defined in Chapter 4. The contract resulting from this RFP shall not be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who have the greatest number of points awarded as a result of the evaluation process defined in Chapter 4.

1.16 GRATUITIES

The laws of the State of Iowa prohibit the offering, promising, or giving anything of value or benefit to a state employee with the intent to influence the employee's acts, opinion, judgment or exercise of discretion with respect to the employee's duties. Evidence of violations of this statute shall be turned over to the proper prosecuting attorney. Attn: The Department of Administrative Services provides reimbursement to employees for their transportation, lodging, meals and expenses deemed necessary for this project.

1.17 IOWA STATUTES AND RULES

Chapter 8A, Code of Iowa, and Section 411 Iowa Administrative Code, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of the RFP and the resulting contract or activities based upon the RFP shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this RFP and the resulting contract. Whenever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the State of Iowa.

1.18 SIGNATURE OF OFFERER'S AGENT

The offer made by technical proposal, and any clarification to that proposal, shall be signed by an officer of the firm or a designated agency empowered to bind the firm in a contract.

1.19 COPY RIGHTS

By submitting a proposal the Vendor agrees the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying

shall not violate the rights of any third party. The State shall have the right to use ideas or adaptations of ideas, which are presented in the proposals.

1.20 PROJECT MANAGER and CONTRACT ADMINISTRATOR (CA)

Jeanette Chupp, Purchasing Agent, shall be the Project Manager for this project.

Vendors are reminded to contact only the RFP Issuing Officer during the procurement process. Do not contact other employees of the State.

1.21 ADMINISTRATIVE AND PERFORMANCE REQUIREMENTS

The Vendor's project representative shall meet on an as-needed basis in-person or over the phone with the library staff or the project manager to review performance, accountable government act requirements and contract progress.

1.22 VENDOR COMMUNICATION

Vendors are advised the State shall not consider allegations of lack of qualification or of impropriety made or initiated by any other vendor concerning another vendor. Inclusion of such information in the RFP response or communication of such information to any state official(s), state staff or its contractors after release of this RFP and prior to award may be grounds for disqualification and/or termination of any contract awarded. This clause in no way limits the right to file a protest or appeal under the laws or rules of the State of Iowa.

1.23 RELEASE OF CLAIMS

With the submission of a proposal, each Vendor agrees it shall not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.24 VENDOR QUALIFICATION REQUIREMENT -- Please register now!

- A. Prior to execution of a contract the successful Vendor shall be qualified to do business with the State of Iowa. To qualify, the successful Vendor shall register with the Department of Administrative Services at web site <http://das.gse.iowa.gov/iowapurchasing> and "click" on Vendor Registration Process and Forms, and with The Secretary of State as applicable at web site <http://www.sos.state.ia.us> and "click" on "Business Center".
- B. Accounting System Audit – Prior to signing a service contract which exceeds \$150,000, the Department of Revenue shall obtain from the Auditor of State a certification stating the vendor/contractor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The vendor/contractor may be required to submit to an audit, if necessary, and shall pay for the audit. Ref: Iowa Code Section 11.36. (see web site <http://www.legis.state.ia.us/IACODE/2003SUPPLEMENT/11/36.html>)

1.25 MISCELLANEOUS

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the sole judgment of the State, the best interest of the State shall be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.
- E. Targeted Small Business firms are encouraged to submit proposals or become involved as sub-contractors. The Iowa Department of Inspections and Appeals administers the Targeted Small Business (TSB) Program. Only businesses which meet the requirements of the program and are approved and certified by the Iowa Department of Inspections and Appeals are considered Targeted Small Businesses for purposes of this RFP. Questions concerning the TSB Program should be directed to the Iowa Department of Inspections and Appeals, TSB Program Manager at phone 515-281-7357 or refer to web-site <http://www.state.ia.us/government/dia>

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CONTRACTUAL TERMS AND CONDITIONS
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REQUEST FOR PROPOSAL NO. 0707005010

CHAPTER II

CONTRACTUAL TERMS AND CONDITIONS

2.0 EFFECTIVE DATE

This Agreement is effective the 1st day of January, 2007.

2.1 ELEMENTS OF AGREEMENT

- A. These contractual terms and conditions relate to RFP0707005017 for a contract to provide a Bio-Medical Waste Disposal Program identified in this RFP. As used herein, the following terms are defined as follows:
- Contract Administrator (CA) means the primary point of contact for the State.
- Vendor means the business entity (corporation, partnership, sole proprietorship, and joint ventures) performing services for and on behalf of the State under this Agreement and includes the Vendor's agents, representatives, joint ventures, partners, subcontractors, and employees.
- Bio-Medical Waste consists of all biological, pathological and infectious wastes including but not limited to the following:
- Anatomical Materials: Human or animal body parts including tissues/organs
- Blood: Human or animal, whole or blood components
- Blood-soiled Articles: Any article that contains blood in any form as a result of any contact with blood
- Sharps: Syringe, needle, surgical instrument or other article which has the potential to cut or puncture human skin or has come in contact with an infectious agent.
- Unused cultures and stocks of infectious agents.
- Biologically Contaminated Laboratory Materials: Any article contaminated with or which has come into contact with a pathogenic or infectious organism such as Petri dishes, glassware, etc.
- Sharps in designated sharps containers, hypodermic needles, syringes, microbial cultures, tissue cultures, animal tissues or organs, laboratory containers and slides which meet the definition of regulated medical waste under 29 CFR 1910.1030 or 49 CFR 173.134; infectious substances arising from the agents listed under 42 CFR 72.3; discarded items which are empty and may have been contaminated by chemotherapeutic, cytotoxic or antineoplastic drugs and/or agents as defined by applicable federal, state, county or municipal laws, regulations and guidelines
- B. The term of the resulting Agreement shall be for one (1) year, from the date of implementation of the Agreement, except as otherwise provided herein. At the sole discretion of the State, the Vendor(s) may be granted an extension, or extensions, of the Agreement for a term, or terms not to exceed three (3) additional years from the date of expiration of the initial term of the Agreement. If the State elects to grant an extension(s) to the Vendor, it shall do so in writing not later than sixty (60) days prior to the expiration of the original term of this Agreement.

- C. The State shall pay the Vendor monthly, within the period of time provided for by applicable state statute, after receipt of Vendor's invoice for the materials provided and services rendered by the Vendor in the prior calendar month. The payment shall be subject to any adjustments pursuant to the terms and conditions as stated in this Agreement. The Vendor shall generate an invoice which indicates the information necessary to pay the Vendor for its activities in the prior calendar month and which shall be subject to the State's review and verification. We reserve the "option" to pay in alternate increments as necessary for alternate service schedules. We reserve the option to pay via the State Mastercard Procurement Card if this "option" is available, however, the Vendor shall not require all payments be made via Procurement Card. The payment specified above are the only payments for which the State is obligated under this Agreement, except as provided in RFP Section 2.1, Sub-Section D.
- D. The Vendor shall not be reimbursed for any other costs, taxes or obligations of the Vendor associated with the provision of services requested under the RFP, except as agreed upon by the parties and incorporated herein..
- E. 1. The Vendor shall utilize its best efforts to implement and provide the services required by the RFP as soon as the State notifies the Vendor that the Vendor may commence service. The State reserves the right to accelerate or postpone any project provided the State gives the Vendor reasonable notice that the State intends to accelerate or postpone any project.
2. The Vendor acknowledges the Department of Administrative Services has contracts with other vendors for the provision of waste disposal services which shall be completed concurrently with this project. The vendor agrees to comply with requirements which shall allow other work to be completed at the same time this project is implemented, when requested by the State.
3. The Vendor acknowledges Iowa law permits the Department of Administrative Services and other state agencies contracting opportunities not available to the Vendor or that supersede this contract. It shall not be considered a default by the State or a termination of this Agreement for the State to enter into other contracts with other vendors, or for the Department of Administrative Services and the other state agencies to pursue other publications procurements when it is judged to be in the best interest of the State.
- F. The following documents containing specifications for services requested under RFP 0707005017 and this Agreement are listed below:
1. This Agreement together with any exhibits, attachments or addenda, or project plans attached hereto and incorporated herein by reference.
 2. The Vendor's Cost Proposal in response to RFP 0707005017 attached hereto and incorporated herein by reference.
 3. RFP 0707005017, including any and all addenda, tables, exhibits and appendices, and the Vendor's Response to the Request for Proposal, incorporated herein by reference as if set forth fully in this Agreement.
- In the event of a conflict among the incorporated or attached documents, the order of precedence shall be as set forth above.

- G. Vendor's proposal (as agreed between State & Vendor) including the price schedules are hereby accepted and Vendor's performance shall conform to such proposal.
- H. Changes in the provisions of this Agreement shall be made in writing signed by all parties.
- I. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding this Agreement shall not be binding upon either party except to the extent incorporated herein. Both parties in writing must agree upon any modifications to this Agreement.
- J. The Vendor's Response to the RFP is hereby accepted and the Vendor's performance shall conform thereto. All of the Vendor's exceptions to the RFP are hereby denied and shall be considered inapplicable to this Agreement except those described below

2.2 DELIVERY, INSTALLATION AND READINESS TO PERFORM

- A. The Vendor shall, immediately upon execution of this Agreement, consult with any State Facility Business Manager at no-charge, to determine if they require Bio-Medical Waste Disposal Services. If services are required, recommend a specific container type/size and pick-up schedule applicable to the facility's requirements then deliver and service the containers if so requested in writing by the Facility Business Manager by issuance of a purchase order or Letter of Commitment. After receipt of the purchase order or Letter of Commitment, the Vendor shall provide an OSHA Compliance Program Manual (per RFP Section 3.5) to the Business Manager at no-charge. Note: some facilities may not require services.
- B. The State shall not be obligated for payments under this Agreement until the State accepts products and/or services from the Vendor.
- C. If the Vendor fails to make timely, substantial and material progress toward delivery of products and services necessary to satisfy this project by the date(s) specified herein, the State may, in its sole discretion, terminate the Agreement with the Vendor following notice of default and opportunity to cure as provided in RFP Section 2.6.

2.3 FACILITIES AND PERSONNEL

- A. The Vendor shall not conduct any activity on the State's property or use the State's service/equipment/computer systems for the purpose of conducting any other business activity except those activities which relate directly to the Vendor's delivery of products and/or services requested under RFP0707005017.
- B. During the term of this Agreement and any extension thereof, the State shall reasonably maintain products supplied by the Vendor, to the extent the need for repair or replacement is not occasioned by an intentional or negligent act or omission. In the event the need for repair or replacement is occasioned by the negligent or intentional

act or omission of the Vendor, or any other person or entity for whom the Vendor is responsible, the Vendor shall honor any warranties which are available.

- C. During the term of this Agreement and any extension thereof the Vendor shall conduct its activities on the State's property in such a manner as to prevent damage to State property and electronic systems. The Vendor shall be permitted access to State property during normal business hours unless otherwise agreed by both parties.
- D. The Vendor shall permit the State, or its designated agent, reasonable access to this project for the purpose of observing and inspecting this project and its operation.
- E. During the term of this Agreement, all parties shall determine the specific delivery and/or installation schedule for the orderly completion of any project requirements to be scheduled concurrently with other state projects.
- F. If the Vendor and state representative(s) determine, pursuant to an established delivery schedule, any additional service is necessary, the State shall determine the most cost effective method for obtaining the necessary service.
- G. In the event changes, modifications or alterations to the systems become necessary during the term of the Agreement or any extension thereof to permit the State to operate efficiently and effectively, the Vendor and the State shall negotiate the most cost effective method of obtaining the necessary changes, modifications or alterations. At the expiration of the Agreement and any extension thereof or at the termination of the Agreement, legal and equitable title to and ownership of any changes, additions, modifications and alterations of the systems shall vest in the State.
- H. During the term of this Agreement and any extension thereof, the Vendor shall employ an adequate number of trained and competent personnel so as to provide support service(s) for the products/services detailed herein, on an uninterrupted basis.

2.4 ACTS OF GOD (FORCE MAJEURE)

The Vendor shall not be considered in default under any provision of this Agreement if performance is delayed or made impossible by any causes beyond the control of and without the fault of the Vendor, including, but not limited to: acts of God, fires, floods, severe weather, epidemics or any other natural disaster, embargoes, or quarantines.

2.5 ASSIGNMENT OF AGREEMENT OR ASSIGNMENT OF DEBT

The Vendor shall not assign this Agreement to another person or entity without the prior written consent of the State, nor substitute subcontractors without the prior written consent of the State, which consent shall not be unreasonably withheld.

2.6 DEFAULT; REMEDIES OF STATE

- A. The State declares, and the Vendor acknowledges, time is of the essence in the performance by the Vendor of the projects requested under this Agreement.

- B. The State may declare the Vendor in default of its obligations under this Agreement for any of the following reasons:
1. Failure of the Vendor to meet reasonable delivery schedules.
 2. Failure by the Vendor to substantially and materially conform to RFP0707005017 specifications and Vendor's response to RFP0707005017.
 3. A breach of any term of this Agreement.
 4. Non-performance of this Agreement.
- Except as provided elsewhere herein, the State shall issue a written notice of default providing the Vendor with a fifteen-day period in which the Vendor shall have an opportunity to propose a plan to cure which is acceptable to State, provided that cure is possible and feasible. Time allowed for cure of default shall not diminish or eliminate the Vendor's liability for liquidated damages.
- C. If after opportunity to cure the default remains, the State may exercise any remedy provided by law or terminate the agreement.
- D. A breach of this Agreement as the result of a subcontractor's conduct, negligence or failure to perform, shall not excuse the Vendor from the provisions of this section.
- E. Should the State obtain a money judgment against the Vendor as a result of a breach of this Agreement, the Vendor consents to such judgment being set-off against moneys owed the Vendor by the State under this Agreement or any other Agreement between the Vendor and the State.
- F. Amounts due to the State may be deducted by the State without a judgment or any court action from any money payable to the Vendor pursuant to this Agreement or any other Agreement between the Vendor and the State. The State shall notify the Vendor in writing of any claim for liquidated damages or any other damages on or before the date the State deducts such sums from money payable to the Vendor.

2.7 DEFAULT; REMEDIES OF VENDOR

Should the Vendor consider the State to be in default of its obligations, the Vendor shall issue a written notice of default providing therein for a fifteen (15) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Vendor may exercise any remedy provided by law.

2.8 TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practicable documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which

appropriations were available. However, in the event that an appropriation or other funding to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions as the original Agreement.

2.9 TERMINATION FOR CONVENIENCE

- A. The State may terminate this Agreement for convenience for any reason upon sixty (60) days written notice to the Vendor of the State's intent to terminate. In addition, any facility may terminate service with sixty (60) days advance notice.
- B. The Vendor may terminate this Agreement for convenience for any reason upon sixty (60) days written notice to the State of the Vendor's intent to terminate.

2.10 REMEDIES OF THE VENDOR IN THE EVENT OF TERMINATION FOR NON- APPROPRIATION OR TERMINATION FOR CONVENIENCE

In the event of termination of this Agreement due to non-appropriation under Section 2.8 above, or for convenience pursuant to Section 2.9 above, the Vendor's sole and exclusive remedy is to recover and possess its own equipment.

2.11 VENDOR DUTIES

- A. The Vendor warrants no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents retained for the purpose of securing business.
- B. The Vendor shall comply with the applicable provisions of federal, state and local laws and regulations to insure no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Vendor shall have an affirmative action plan on file.
- C. In the event the Vendor utilizes subcontractors for the purpose of fulfilling its obligations under this Agreement, all such subcontractors shall be procured with appropriate attention to the principles of quality of service and workmanship.
- D. If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally responsible for fulfilling the activities and obligations of this Agreement, and for any default under this Agreement.
- E. The Vendor shall provide and pay for all labor and transportation necessary for the Vendor to provide the products and/or services required under this Agreement.
- F. The State declares and the Vendor acknowledges the Vendor may be provided access to confidential information while performing duties under this Agreement. Any

information made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as required in the performance of this Agreement, and subject to the terms and conditions contained in the Agreement.

- G. The Vendor's technically trained service representative shall, at its sole cost and expense including travel expenses if applicable, meet with the Contract Administrator and/or State Facility Representatives during the term of the resulting Agreement or any extension thereof to review the satisfactory operation of the equipment/services and provide warranty service and/or upgrades as applicable.

2.12 INDEMNIFICATION; CONSEQUENTIAL AND INDIRECT DAMAGES

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims, damages, losses, settlements, judgments, costs and expenses, including attorney's fees (collectively damages), arising solely out of or resulting from the Vendor's performance or attempted performance of its obligations under this Agreement; claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the design of the project; and, any violation of this Agreement, provided however, that any such Damages are caused in whole or in part by an intentional or negligent act or omission by the Vendor, any subcontractor, agent, representative or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Vendor shall indemnify and hold harmless the State, its officials, agents and employees, from and against any and all claims by an employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

The obligations of the respective parties under this section shall survive the expiration or termination of this Agreement, including any extensions thereto, with respect to any occurrences within the term of this Agreement.

2.13 PROPERTY DAMAGE

The Vendor shall exercise its best efforts to prevent damage to property of the State in the course of performing its obligations under this Agreement. The Vendor shall replace or pay replacement costs of any property damaged by its operations. The Vendor shall restore damaged property to its condition prior to the damage at the sole expense of the Vendor. The State may elect in its sole discretion to repair or cause to have repaired any such property damaged by the Vendor and shall bill the Vendor the actual costs and expenses of such repair or replacement. The actual costs and expenses of any such repair or replacement may be deducted from payment to the Vendor until the actual costs and expenses have been paid in full. Such restoration shall be complete when judged satisfactory by the State.

2.14 SAFETY OF PERSONS AND PROPERTY

The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

All employees on any job site and all other persons who may be affected thereby.

The public, including the State's staff and employees.

All the property and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Vendor or any of its subcontractors.

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and other improvements.

2.15 OBLIGATIONS BEYOND AGREEMENT TERM

All obligations of the State and the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

2.16 AUTHORIZATION. Each party to this Agreement represents & warrants to the other:

- A. It has the power and authority to perform its obligations under this agreement.
- B. It has taken all requisite action (corporate/statutory/otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

2.17 MISCELLANEOUS

- A. This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in Polk County, Iowa, District Court or in the United States District Court for the Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State.
- B. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be valid and enforceable.
- C. Failure of the State at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.
- D. The parties agree to execute any additional documents necessary to effectuate this Agreement.
- E. There shall be no substitutions of materials or services specified herein without the prior written consent of the State.

- F. The Vendor shall be responsible for the performance of any subcontractors who are retained by the Vendor in the performance of this Agreement.

2.18 ACCOUNTABLE GOVERNMENT ACT

The terms of the Accountable Government Act provided herein in Attachment VI, shall apply to any contract resulting from RFP0707005017. Under a resulting contract, Accountable Government Act Measures shall apply as follows: In the event any written complaint (which is presented to the Vendor in writing with a reasonable requested resolution) is **not acknowledged and satisfactorily resolved within 15 calendar days after it's receipt, a \$25 credit** shall be applied to the next invoice (of the affected individual governmental agency), until a satisfactory resolution is reached.

2.19 EQUAL PRICING

Whenever there is a reduction in price, which is lower than the contract price offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction shall be offered equally to all participating state departments/agencies/facilities/political sub-divisions.

2.20 .VENDOR'S INSURANCE

The Vendor shall not commence work under a resulting contract until all insurance required under this paragraph and any additional insurance requirements required by local, state and federal jurisdictions has been obtained and approved by the Project Manager, nor shall the Vendor commence work on this project until insurance obtained by any subcontractors has been so obtained and approved. Such policy or policies shall become effective at the commencement of the contract and shall remain in force for the full contract period.

1. Compensation Insurance: (Statutory State of Iowa Requirements)
The Vendor shall take out and maintain during the life of this project, Workmen's Compensation Insurance for all employees working at the site of the project, and in the case where work is subcontracted, the Vendor shall require the subcontractor to provide Workmen's Compensation Insurance all of the latter's employees so engaged unless such employees are covered by the protection afforded by the Vendor.
2. Public Liability, Property Damage, and Vendor's Liability Insurance
The Vendor shall take out and maintain during the life of this project, such public liability, property damage, and Vendor's contingent insurance as shall protect them and any subcontractor performing work involved in this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this project, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall not be less than the following:

- a. Bodily injury liability insurance in an amount not less than \$500,000 for injuries, including accidental death, to any person, and subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one accident.
 - b. Property damage insurance in an amount not less than \$500,000 for damages on account of any one accident.
- 3. Automobile Insurance
The Vendor shall take out and maintain during the life of this project, automobile public liability insurance in amounts not less than \$1,000,000 and property damage in amounts not less than \$500,000, if any motor vehicles are engaged in the operation, within the terms of this project, on the site of the work to be performed there-under, covering use of all such motor vehicles owned, rented, and non-owned.
- 4. Environmental Impairment Liability: \$2,000,000 each occurrence and \$2,000,000 Aggregate.
- 5. The Vendor agrees to furnish Certificates of Insurance for the above described coverages and limits to the State Purchasing Agent listed on the resulting contract. The State of Iowa shall be added as an additional insured on the Commercial General Liability Policy with regards to the scope of this project. Any deductibles or self-insured retention in the described insurance policies shall be paid and are the sole responsibility of the Vendor. Coverage is to be primary and non-contributory. All insurance policies shall include a Waiver of Subrogation, except Workers' Compensation, in favor of the State, and its employees.
- 6. The Vendor shall accept all financial liability of fines which may be imposed on the State of Iowa, due to the material transportation, handling and disposal of Bio-Medical Waste Products under a resulting contract. To guarantee acceptance of this financial liability, the Vendor shall hold a minimum of \$10 million dollar umbrella liability insurance to cover fines, cleanup and compliance fees.

2.21. PRICING

Prices shall be firm for the initial 12-month contract period and shall be subject to increase/decrease once annually, upon each contract renewal. Price increase/decrease notices shall be provided to the State Purchasing Agent and Vendor contact name listed on the resulting state contract form, a minimum of 30-calendar days prior to the end of the current contract period. Any price changes shall be substantiated by firm proof of market conditions which have changed the industry in the past 12-months and confirm the same percentage of increase/decrease requested by the Vendor. Fuel surcharges or other fees for unique market areas shall not be invoiced under a resulting contract.

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REQUEST FOR PROPOSAL NO. 0707005017

CHAPTER III

SCOPE OF WORK

3.1 BACKGROUND

The Iowa Department of Administrative Services currently utilizes Contract CT2481 with Stericycle, identified in Attachment VII for the provision of Bio-Medical Waste Services. It is our intent to issue a new contract from this procurement for Bio-Medical Waste Services which will be in place to provide Bio-Medical Waste containers, pick-up and disposal services when the current contract expires on December 31, 2006. The resulting contract shall include provision of waste containers, removal of waste containers and disposal of regulated medical waste which has been deposited into the waste containers in a manner in compliance with all Federal, State and Local regulations.

3.2 STATE FACILITIES AND OTHER LOCATIONS

The resulting contract shall be available to the following State of Iowa Facilities in addition to any State Agency and Political Sub-Division of the State of Iowa (city, county, school district located geographically in Iowa).

Anamosa State Penitentiary, 406 North High Street, Anamosa, Iowa 52205

Cherokee Mental Health Institute, 1251 West Cedar Loop, Cherokee, Iowa, 51012

Clarinda Correctional and Mental Health Institute, 18000 N. 16th Street, Clarinda, Iowa, 51632

State Training School, 3211 Edgington Avenue, Eldora, Iowa, 50027

Fort Dodge Correctional Facility, 1550 L Street, Ft. Dodge, Iowa 50501

Iowa State Penitentiary, 31 Avenue G., Fort Madison, Iowa, 52627

Glenwood Resource Center, 711 South Vine Street, Glenwood, Iowa, 51534

Independence Mental Health Institute, 2277 Iowa Avenue, Independence, Iowa, 50644

Iowa Veterans Home, 1301 Summit Street, Marshalltown, Iowa, 50158

Iowa Correctional Institute for Women, 300 Elm Avenue SW, Mitchellville, Iowa, 50169

Mt. Pleasant Correctional/Mental Health Institute, 1200 E. Washington, Mt. Pleasant, IA 52641

Newton Correctional Facility, 307 South 60th Avenue West, Newton, Iowa, 50208

Iowa Medical & Classification Center, Highway 198, Oakdale, Iowa, 52340

North Central Correctional Facility, 313 Lanedale, Rockwell City, Iowa, 50579

Iowa Juvenile Home, 701 Church Street, Toledo, Iowa, 52342

Woodward Resource Center, 1251 – 334th Street, Woodward, Iowa, 50276

Various Laboratory Facilities located at the State Laboratory Building, South Ankeny Blvd., Ankeny, Iowa, 50021, including but not limited to the Iowa Medical Examiner's Office at, 2200 South Ankeny Blvd., Ankeny, Iowa, 50021

3.3 MEDICAL / BIO-HAZARDOUS WASTE REGULATIONS

A. General

Both the Occupational Safety and Health Administration (OSHA) and the Department of Transportation (DOT) mandate Regulated Medical Waste (RMW) be packaged properly to ensure both employees and the community are safe from potential

exposures. All legally mandated RMW, Sharps Containment and Transportation requirements shall be met or exceeded by the Vendor.

B. Regulated Medical Waste (RMW)

Under DOT regulations CFR 173.134 RMW is a hazardous material. Waste or reusable materials containing or suspected of containing an infectious substance. RMW is generated in the diagnosis, treatment or immunization of human beings or animals, research on the diagnosis, treatment or immunization of human beings or animals, or the production/testing of biological products.

C. Sharps Containment

Sharps is further defined as any object which may be contaminated with an infectious substance, and is able to cut or penetrate the skin or packaging material. This means needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, and dental wires.

D. Transportation

The DOT regulates the transportation of hazardous materials under 49 VR 173.196 and 197. Generators who are shipping RMW shall consider the 5 requirements which involve packaging, marking and labeling, shipping documentation, emergency response and employee training.

Packaging requirements ensure containers are capable of containing the waste and shall be puncture resistant, leak proof and closeable

Marking and labeling shall identify the waste as "Regulated Medical Waste" and the "Biohazard Symbol"

Shipping documents (manifests) shall identify the material and provide emergency information for responders

Training shall be required for employees who prepare containers for transport and/or sign the shipping documents.

The Vendor and each waste transporter shall be properly licensed, trained and permitted as required for the transportation of Bio-Medical Waste. The Vendor shall ensure that off-site shipments of hazardous waste are labeled, marked, and placarded according to the U.S. DOT requirements. The Vendor remains responsible for proper management of the Bio-Medical Waste after it leaves State property. This includes responsibility for any spill while in transit.

3.4 TECHNICAL REQUIREMENTS AND SERVICES

A. General

The Vendor shall provide all supervision, labor, material and equipment in accordance with these specifications for the lawful collection, pick-up, transportation, handling, treatment and disposal of BioMedical Hazardous Waste materials in accordance with Federal and State Law. This includes but is not limited to the provision of bio-medical waste disposal containers, container pick-up and disposal services of regulated Bio-Medical hazardous medical waste.

The resulting contract shall be available strictly on an as-needed basis. State Facilities who require services shall contact the awarded Vendor and request a site-visit and consultation prior to the provision of products and services. Individual facilities shall be

free to contact the awarded Vendor and implement or cancel services within 30 calendar days after written notice from their Business Office.

- B. Each Facility is administered by one (1) single on-site Business Office and shall be invoiced as one (1) single Vendor Account for billing and service purposes, regardless of what types of programs, pick-up schedule(s) or container types are provided. Example: The Newton Correctional Facility involves both a maximum and minimum facility location in Newton, Iowa, which are administered by one (1) single Business Office. Both the maximum and minimum facility shall require separate container sizes and pick-up schedules however, they shall be invoiced as one (1) single Vendor Account.
- C. The Vendor shall provide one (1) single contact or customer service phone/fax/e-mail address to which all service requests and invoice problems can be addressed. Each service request or invoice problem which is supplied to the Vendor in writing by a State Facility Business Office with a reasonable requested solution shall be acknowledged and resolved within 15 calendar days. Any service request or invoice problem which is not resolved within 15 calendar days shall result in a \$10.00 credit applied to EACH of the affected facility's subsequent invoices until the matter is satisfactorily resolved. This term shall be applied under the "Accountable Government Act".
- D. The Vendor shall provide a semi-annual report to the Contract Administrator. This report shall at a minimum identify the following information:
 - The name of the person who prepared the report and can be contacted for questions.
 - A listing of each individual location which is currently being serviced.
 - The container sizes, quantities, pick-up schedule provided to each individual location.
 - Any problems encountered at individual locations and the resolution reached with the affected Business Manager.
 - Listing of any spills encountered by the Vendor which affect State facilities and are reportable to the EPA, including a copy of the report provided to the EPA.,
- E. Container Pick-Up Schedule Options:
 - The Vendor shall at a minimum provide container pick-up options of:
 - 52 per year (weekly)
 - 26 per year (every 2-weeks)
 - 13 per year (every 4 weeks)
 - 6 per year (every 8 weeks)
 - 4 per year (every 12 weeks)
 - Transactional (pick-up only upon phone request).

F. Container Size Options::

The Vendor shall at a minimum, provide the following container type/size options which are labeled "Bio-Hazardous Infectious Waste":

Box with Bag: Heavy-Duty Corrugated Cardboard container and red liner in sizes:

LARGE: 18" H X 18" W X 24" D, 4.5 cubic ft. / 50 lb. capacity

SMALL: 9" H X 18" W X 24" D, 2.25 cubic ft. / 25 lb. capacity:



Large Corrugated Container

Size: 18x18x24

4.5 cubic feet capacity. Holds up to 50 lbs.

Liner included.



Small Corrugated Container

Size: 9x18x24

2.25 cubic feet capacity. Holds up to 25 lbs.

Liner included.

Red Medical Waste Tub:

Size: 18" X 18" X 24", 50 lb. capacity



28-Gallon Tub

-

Extra heavy duty polyethylene container, with snap on lid. Stackable when empty to save space.

Red Plastic Bag Liner included.

Red Roll-away Polyethylene Plastic Medical Waste Tub in the following sizes:

Approx. Size: 49" X 30" X 49", Capacity: 200 Gallons



- G. Applicable Regulations: The Vendor shall comply with all applicable regulations regarding removal, transportation and disposal of regulated infectious Medical Waste. This includes but is not limited to, all regulations of the State of Iowa, Federal and State Departments of Transportation, Environmental Protection Agency (EPA) and all other applicable Federal, State and Local regulations.
- H. Title of the medical waste and materials shall pass to the successful Vendor upon the completion of loading materials and waste into the Vendor's vehicle and the execution of necessary shipping documentation at the pick-up site. An EPA approved manifest shall be provided to each location when medical wastes are picked-up by the Vendor.
- I. The Vendor warrants that it understands the current hazards which are presented to persons, property and environment in the transportation, storage and disposal of the described medical waste; it will transport, store and dispose of such materials in full compliance with all governmental laws, regulations and orders; the storage and disposal facilities are now licensed and permitted to store and dispose of medical waste, and in the event the storage or disposal facility loses its permitted status hereafter during the term of the contract, the Vendor shall promptly notify the State Purchasing Agent listed on the State Contract Form.
- K. Inspection: The State shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to the Vendor or its sub-contractors which are applicable to the performance of the resulting contract; to inspect and test packing and shipping containers or disposal facilities provided by the Vendor.
- L. Invoicing and Payment: The Vendor shall submit itemized invoices monthly to each State Facility Business Office which contracts for services (not each pick-up location). The invoices may be submitted in hard-copy and payment accepted via a hard-copy check. As an option (not a mandatory feature) the Vendor may offer to submit invoices electronically via to the Business Manager's E-Mail Address and accept payment via MasterCard State Procurement Card within 5 days after receipt via the State of Iowa, MasterCard Procurement Card.

Invoices shall at a minimum include the following information:

- a. Date of Pick-up
- b. Manifest Number
- c. Type of Containers (Box/Tub/Roll-Away)
- d. Quantity of each type of container
- e. Unit Price and Grand Total Price

- M. Freight, shipping, or other delivery fees shall not be invoiced under a resulting contract. **Freight Terms shall be FOB Destination** (dock delivery) to any point within the State of Iowa is required and defined as follows:

Freight Terms of FOB Destination – Freight Prepaid, defined as follows:

- (a.) Title passes to buyer when goods arrive at buyer's location
(Supplier owns good in transit)
- (b.) Supplier pays freight charges when goods leave his/her dock
(Supplier files freight claims, if any)
- (c) Supplier bears freight charges

- N. Fuel Surcharges shall not apply to a resulting contract as it pertains to pick-up or delivery of products or services offered herein.
- O. There shall be no minimum or maximum order requirements, no guarantee of the actual usage and no mandatory minimum usage quantities shall be accepted. All products and services shall be ordered strictly on an as-needed basis.
- P. All literature required for the normal use and maintenance of the products or services offered herein shall be provided at no additional charge.
- Q. Vendor may include descriptions of enhancements (additional activities, services, features or upgrades which are not required). Such enhancements shall be **OPTIONAL** and may be accepted or rejected subsequent to award of the resulting contract. Performance of the contract shall not be dependent upon acceptance or rejection of any optional enhancements proposed by the Vendor.

3.5 ESTABLISHMENT OF INITIAL SERVICE REQUEST

Any State facility may contact the Vendor and request an on-site visit at no-charge. During this visit the Vendor shall discuss with the Business Manager the most appropriate container size/type and pick-up schedule. Upon agreement of services the Business Manager shall provide a purchase order or Letter of Commitment to the Vendor which itemizes the products/services requested. Upon receipt of this purchase order or Letter of Commitment, the Vendor shall deliver an OSHA Compliance Program Manual at no-charge to the Business Manager. The requested containers and service schedule shall be implemented by the Vendor within 30 days or less after receipt of the Purchase Order or Letter of Commitment.

3.6 SPILL RESPONSIBILITY

The Vendor shall be solely responsible for any and all spills or leaks and subsequent clean ups that may be required during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The Vendor agrees to clean up such spills or leaks in a manner in compliance with applicable Federal, State and local laws and regulations. The clean up shall be provided at no-cost to the State. If the spill is EPA/State reportable, such reports shall be completed in a manner in compliance with reporting regulations.

3.7 SAFETY

The Vendor shall perform all operations in a prudent, conscientious, safe and professional manner. At a minimum the Vendor's personnel and equipment shall comply with applicable state, Federal, and local laws, safety regulations and procedures, and the Vendor will ensure that its agents, employees, and subcontractors perform in a safe manner. The Vendor shall ensure all personnel involved in handling and packaging the Bio-Medical Hazardous Waste are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures and spill handling/containment/reporting. Handling and personnel protective equipment shall be provided for the Vendor's personnel by the Vendor and shall be appropriate to ensure safe handling of the Bio-Medical Hazardous waste. The Vendor agrees that all their personnel and equipment are subject to safety inspections by state authorities while on State

3.8 PERMITS

The Vendor shall, without additional expense to the State, be responsible for obtaining any necessary licenses and permits, and for complying with any and all applicable Federal, State and Local Laws, codes and regulations in connection with the execution of the work requested herein. This includes ensuring all State Bio-Medical Hazardous Waste is sent to licensed, permitted and approved disposal sites.

3.9 STATE EQUIPMENT AND PERSONNEL

The State shall not furnish any equipment or personnel to assist the Vendor in the performance of the Vendor's responsibilities under the contract. The Vendor understands any such offers of assistance are unauthorized, and the Vendor shall not accept any such offers.

3.10 LOADING

The Vendor shall be responsible for loading, including furnishing all the equipment and containers for loading the Bio-Medical Hazardous Waste. Unless otherwise specified by the individual State facility Business Manager, loading will not be performed on Saturdays, Sundays, State Holidays or any day the facility where the items are located is closed for any reason. Sufficient notice of unscheduled facility closings shall be provided by the affected State facility Business Office.

3.11 PACKAGING, MARKING AND LABELING

The Vendor shall package, mark, label and placard all items in such a manner that all applicable federal, state, and local EPA and DOT regulations are met..

CHAPTER IV

PROPOSAL FORMAT AND EVALUATION

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REQUEST FOR PROPOSAL NO. 0707005017

CHAPTER IV

PROPOSAL FORMAT AND EVALUATION

These instructions prescribe the proposal format and the approach for development and presentation of proposal data. The instructions are designed to insure submission of information essential to understanding and comprehensive evaluation of proposals. Vendors are urged to include any additional information a Vendor deems pertinent. An identifiable tab sheet should precede each numbered/lettered part for ease of reference. Additional identification of any attachment is permissible.

The contents of the Official Proposal Response Package shall be as defined herein. Failure to adhere to these instructions shall be grounds to rule the "Official Proposal Response Package" non-compliant with the requirements of RFP0707005017.

The Official Proposal Response Package shall include the following items:

One (1) original in hard-copy format labeled "ORIGINAL PROPOSAL" and containing all original information and signatures.

One (1) copy in hard-copy format, of the Original Proposal, labeled "Public Copy", from which all confidential information has been excised. If no "Public Copy" is received, the State shall accept your "ORIGINAL PROPOSAL" as also the "Public Copy".

The outside of the "Official Proposal Response Package" shall be clearly labeled with the following information:

- Vendor's Contact Person Name
- Vendor's Contact Person E-Mail Address
- Company Name and Mailing Address
- Project Title: Bio-Medical Waste Management, RFP0707005017
- Proposal Due Date and Time, 1:00 P.M.
- Issuing Officer's Name: Jeanette Chupp, Purchasing Agent III

4.1 GENERAL SECTION OF THE OFFICIAL PROPOSAL SHALL INCLUDE THE FOLLOWING LABELED ITEMS:

Attachment I -	Proposal Certification Form
Attachment II -	Certification of Confidentiality and Non-Disclosure Agreement Form
Attachment III -	Certification of Independence and No Conflict of Interest Form

4.2 MANDATORY REQUIREMENTS SECTION OF THE OFFICIAL PROPOSAL SHALL INCLUDE THE FOLLOWING LABELED ITEMS:

- A. Administrative Information, Chapter I
The Vendor shall provide one positive statement of acceptance of the entire Chapter I., indicating the Vendor has read, understands and complies with each numbered section, if

no deviations are requested. (If deviations are required, each letter/number sub-section shall be listed followed by the Vendor's suggested substitute language).

B. Terms and Conditions, Chapter II

The Vendor shall provide one (1) positive statement of acceptance of the entire Chapter II, indicating the Vendor has read, understands and complies with each numbered section, if no deviations are requested. (If deviations are required, each lettered/numbered sub-section shall be listed followed by the Vendor's suggested substitute language.)

C. Scope of Work, Chapter III

The Vendor shall provide a positive statement of acceptance, or their proposed alternate offer to each individual numbered section in CHAPTER III – SCOPE OF WORK.

NOTE: Any deviation to the Chapter I., Chapter II., and Chapter III. may be rejected and the contract terms declared mutually acceptable if the deviations requested by the Vendor are not substantive.

D. Provide a hard-copy picture/drawing of the specific containers which are offered in **Attachment V**. Price Schedule. This picture/drawing shall clearly indicate the container color, dimensions and the material from which it is constructed (metal/cardboard, etc.)

E. **Attachment IV** – 3-Page Vendors Response Form, completed in the manner requested. Note: If you are offering a discount from a price list for OPTIONAL Associated Products in Attachment IV. (page #3.), return a copy of the price list with this section of your proposal response package.

F. **Attachment V** - 2-Page Discount Schedule, completed in the manner requested.

4.3 PROPOSAL EVALUATION

Each proposal shall at a minimum offer **Bio-Medical Waste Disposal Containers and Services** in compliance with these specifications. Those which do not shall be ruled non-compliant and not be evaluated further. Proposals which are in compliance with the requirements of this RFP shall be compared to determine which vendor proposals are judged to be the most beneficial to the State of Iowa, per the evaluation steps identified below.

Evaluation Step #1. Each Vendor shall be evaluated as follows:

Up to 5 Points:

Up to 5 Points for the number of years the company has been in business (up to 5 years).

5 Points

5 points for Freight charges of FOB Destination as offered in Attachment IV, and additionally defined in RFP Section 3.4., Sub-Section M.

Up to 5 Points

5 points for no other Mandatory Fees/Services as provided in Attachment IV. and no Fuel Surcharge Fees per RFP Section 3.4, Sub-Section N.

5 Points

5 points for current contracts with other multiple facility governmental agencies as provided in Attachment IV

5 Points

5 Points for provision of OSHA Compliance Manuals provided at no-charge to each State account who receives services under a resulting contract.

Up to 20 Points

5 Points for provision of each of the four (4) individual container types specified in RFP Section 3.4, Sub-Section F. and Attachment V.

45 Possible Total Points as identified above.

A maximum two (2) Vendors with the highest number of evaluation points in Step #1. shall proceed to be evaluated in Step Number 2.

(In the event of a tie, additional Vendors shall proceed to Evaluation Step. #2.)

Evaluation Step #2.

Each of the 2 Vendors who proceed to Evaluation Step #2. shall be evaluated by the lowest total cost(s) in Attachment V. (excluding any optional additional containers). The total cost shall be figured by adding the first 6 rows of pricing in Columns #2., 3., 4., and 5. for unit pricing which applies for ten (10) containers per pick-up to reach a total cost. Next any prompt payment discount for payment via the Mastercard State Procurement Card shall be applied to the total cost.

Evaluation Step #3.

The Vendor with the lowest total cost shall be awarded a primary contract. In the event the grand total pricing of the second lowest priced Vendor is within \$10.00 or less of the awarded Vendor, we reserve the sole OPTION to consider awarding a secondary contract to the 2nd lowest total priced Vendor.

4.4 EVALUATION PROCESS

- A. The Issuing Officer for the Department of Administrative Services, General Services Enterprise shall receive all "Official Proposal Response Packages" in hard-copy format on or before the proposal due date and time set forth in the "Schedule of Events". Late proposals, e-mailed proposals, faxed proposals and proposals provided on forms printed from any Internet web-site shall not be accepted. Proposals shall be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period of ninety (90) calendar days following the proposal due date. In the event the State and the awarded Vendor are negotiating an agreement after the ninety (90) days have elapsed or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.
- B. The Issuing Officer shall create an "Abstract of Proposals" listing each Vendor who submitted a proposal. This abstract shall be released to all Vendors who submitted proposals timely and shall be made available to the public upon request.

- C. All proposals shall be reviewed for compliance with the proposal format instructions and content instructions as required by RFP0707005017. Those proposals which are not compliant with the "Proposal Instructions" shall be ruled non-compliant. Those proposals which are compliant with the "Proposal Instructions" shall be evaluated.
- D. Proposals shall be evaluated as identified in RFP0707005017, Section 4.3 Proposal Evaluation.
- E. We reserve the right to make one (1) written request for additional information during the evaluation process, to assist in understanding or clarifying a vendor's proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the contents of the proposal. At its option, the State may accept any Vendor's proposal as written. Because the State may use this option, each Vendor shall include in their proposal response package all requirements, terms or conditions it may have, and shall not assume an opportunity will exist to add such matters after the proposal response package has been submitted.
- F. At the completion of the evaluation process the RFP Issuing Officer shall release a "Notice of Intent to Award" to all Vendors who submitted timely proposals in response to the RFP. There shall be a five (5) working day period after the date of the "Notice of Intent to Award", during which time any Vendor may discuss the intended award with the State, before a contract shall be further pursued with the awarded Vendor.
- G. A vendor whose proposal has been timely filed and who is aggrieved by the RFP award, may appeal the decision by filing a written notice of appeal (in accordance with 11-Section 105.20 Iowa Administrative Code) to: Mollie Anderson, Director of the Department of Administrative Services, Hoover State Office Building, Level A, Des Moines, Iowa, 50319-0104. Please copy the RFP Issuing Officer. The notice shall be filed within five (5) days of the date of the Notice of Intent to Award, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to FAX #515-242-5974. The notice of appeal must clearly and fully identify each issue being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. The notice of appeal shall not stay negotiations with the apparent successful vendor.
- H. Before the "Notice of Intent to Award" is issued all details of proposals and scoring remain confidential. After the "Notice of Intent to Award" is issued, all proposals and scoring immediately become public information pursuant to section 1.13 After the State has released a "Notice of Intent to Award", the "Public Copies" of all Vendors proposal response packages shall be released for public inspection and review.
- I. If the apparent successful vendor fails to deliver an executed contract on the forms furnished by the Iowa Dept. of Administrative Services within 15 days from the date of award and receipt of a State Contract, the State, in its sole discretion, may cancel the original award and award the contract to an alternate vendor(s).

**Attachment I. RFP 0707005017
PROPOSAL CERTIFICATION FORM**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM WITH YOUR TECHNICAL PROPOSAL PACKAGE

PROPOSAL CERTIFICATION FOR RFP0707005017

I certify I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached RFP0707005017 and offered in this proposal. I understand by submitting this proposal, the vendor indicated below agrees to provide the services which meet or exceed the requirements of RFP0707005017 unless noted in the proposal and at the prices quoted by the vendor/contractor.

I certify the contents of the proposal are true and accurate and the vendor has not knowingly made any false or misleading statements in the proposal.

Signature: _____

Date: _____

Printed Name and Title

Name of Vendor Organization

I acknowledge receipt and acceptance of the following formal Addendums to RFP0707005017:
Addendum No. _____, _____, _____, _____, _____.

**Attachment II. RFP0707005017
CERTIFICATION OF CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM WITH YOUR TECHNICAL PROPOSAL.

**CERTIFICATION OF CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT FOR RFP0707005017**

_____(Print Name)

_____(Vendor)

I acknowledge in the performance of responsibilities under a contract my company may acquire or have access to information regarding State of Iowa employees, clients and/or Iowa citizens and such information is designated as "proprietary and confidential".

I acknowledge my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the resulting contract. If there is doubt over confidentiality, we shall regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

**Attachment III. RFP0707005017
CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

PROSPECTIVE VENDOR: COMPLETE, SIGN AND SUBMIT THIS CERTIFICATION FORM
WITH YOUR TECHNICAL PROPOSAL

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST FOR RFP0707005017**

By submission of a proposal in response to RFP0707005017, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) the following:

The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the State who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee. The proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition. Unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and shall not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor. No attempt has been made or shall be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition. No relationship exists or shall exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest.

(Signature)

(Date)

Printed Name and Title

Name of Vendor/Organization

Attachment IV. RFP 0707005017
VENDOR'S RESPONSE FORM
3-Pages

COMPLETE, SIGN AND SUBMIT THIS FORM WITH YOUR OFFICIAL PROPOSAL RESPONSE PACKAGE:

Vendor Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX: _____

E-Mail Address: _____

Authorized Signature: _____

Print Name of Authorized Signer: _____

Title of Authorized Signer: _____

Company Federal Identification Number (FEIN): _____

Payment Terms for paper invoices and checks : _____

Products and services offered herein may be reviewed by any facility interested in contracting under the resulting contract at the following internet web-site address:
http://_____

Invoices provided in hard-copy via U.S. Mail, Fax or E-Mail to the facility business manager and paid via Mastercard State Procurement Card within 5-days or less after receipt shall receive an additional discount of : _____ percent (%)

My company has provided Bio-Medical Waste Disposal Services under the same company name and address, to commercial accounts for _____(number) of years.

Provision of Bio-Medical Waste Disposal Services offered herein, shall be implemented at the ordering facility within _____ calendar days after receipt of the initial purchase order or Letter of Commitment provided by the Facility Business Manager.

Customer Service and general support shall be available during normal business hours at:

Toll-Free Phone Number: _____, Regular Phone Number: _____

Toll-Free Fax Number: _____, Regular Fax Number: _____

E-Mail Address: _____

Current customer service contact name: : _____
Customer Service Web-Site Address: _____

Contract Usage Reporting shall be provided semi-annually at no-charge with the following information: (check all information which shall be supplied):

- ____ The name of the person who prepared the report and can be contacted for questions.
 - ____ A listing of each individual location which is currently being serviced.
 - ____ The container sizes, quantities, pick-up schedule provided to each individual location.
 - ____ Any problems encountered at individual locations and the resolution reached with the affected Business Manager.
 - ____ Listing of any spills encountered by the Vendor which affect State facilities and are reportable to the EPA, including a copy of the report provided to the EPA.,
- If the above is not available, specify what alternate reporting is available at no-charge:

I agree to make the resulting contract available for expenditure of governmental funding to the following governmental entities which are geographically located within the State of Iowa.
(check all which apply):

- ____ State of Iowa facilities, departments, agencies
- ____ Political Sub-Divisions of the State of Iowa (cities, counties, school districts)

Specify: Company Ordering Address:	Company Payment Address:
Name: _____	_____
Street Address: _____	_____
PO. Box: _____	_____
City/State/Zip: _____	_____

My company will accept orders **only** if an e-mail address is provided for correspondence, invoicing and other notices required to conduct business (Check one and complete);

- ____ Yes, my company requires an e-mail address prior to accepting **any** order.
- ____ No, my company would like an e-mail address, but will process orders from customers who prefer to only supply a phone/fax/mailing address.

Freight Terms shall be FOB Destination (as defined in RFP Section 3.4, Sub-Section M.) and freight charges shall not be invoiced to any point within the State of Iowa on regular delivered orders: (check and complete):

- ____ Yes, we agree.
- ____ No, Freight Charges shall be invoiced as follows: _____

In addition to billing for the products and services requested herein, list all other **MANDATORY fees/services** which shall apply to a resulting contract:

Fee Amount: \$ _____	per _____	for product/service: _____
Fee Amount: \$ _____	per _____	for product/service: _____
Fee Amount: \$ _____	per _____	for product/service: _____

OPTIONAL: In addition to the products and services requested herein identify all other **OPTIONAL associated products** which shall be available under a resulting contract and their price list from which a discount is offered to facilities which contract for Bio-Medical Waste Disposal Services under a resulting contract:

(this may include products such as Sharps Waste Containment products, other special medical waste containment containers, spill management containment kits or personal protective products such as exam gloves):

_____ % discount from the attached current price list titled: _____

(note: if offering this option, the price list must be returned with your proposal package)

Note: The discount specified shall remain firm for the entire contract period and all renewal periods. The price list is subject to change annually, upon contract renewal.

Service includes the following items furnished once, upon implementation of new service at each individual facility who contracts under a resulting contract: (check all which apply):

_____ OSHA Compliance Program Manual in Hard-Copy

_____ Other: (Specify): _____

Name of contact person to whom all questions concerning this RFP can be directed including telephone number, fax number and e-mail address:

Identify any federal/state governmental agencies (or private corporations who operates in multiple facilities located throughout any State) and is currently under contract with your company:

Dunn & Bradstreet Number or information to confirm financial stability: _____

I agree that formal complaints received from facilities who operate under a resulting contract shall be acknowledged and satisfactorily resolved within _____ (number) of calendar days after receipt, or a \$25.00 credit shall be applied to the next invoice (of the affected individual governmental agency), until the issue is resolved.

Attachment V. RFP NO. 0707005017
PRICE SCHEDULE
2-Pages

COMPLETE AND SUBMIT THIS FORM WITH YOUR OFFICIAL PROPOSAL

I agree to provide publications in accordance with the terms and conditions of Request for Proposal No. 0707005017 at the discount schedule offered below:

Column #1.	Column #2.	Column #3.	Column #4.	Column #5.
Frequency of Container Delivery and Pick-up:	<p>LARGE Corrugated Cardboard Container with Red Liner Dimensions: 18"H X 18"W X 24"D 4.5 cubic feet 50 lb. capacity</p> <p>Make any changes which apply to the Container description above, and specify the Container Product Number offered below: No. _____</p>	<p>SMALL Corrugated Cardboard Container with Red Liner Dimensions: 9"H X 18"W X 24"D 2.25 cubic feet 25 lb. capacity</p> <p>Make any changes which apply to the Container description above, and specify the Container Product Number offered below: No. _____</p>	<p>Ex-Heavy Duty Polyethylene TUB with snap-on Lid with Red Liner. Dimensions: 18" H X 18" W X 24" D 50 lb. capacity</p> <p>Make any changes which apply to the Container description above, and specify the Container Product Number offered below: No. _____</p>	<p>Roll-Away Polyethylene Red Plastic Waste TUB. Includes 4 caster base.</p> <p>Dimensions: 49 X H X 30" W X 49" D 200 Gallon Capacity</p> <p>Make any changes which apply to the Container description above, and specify the Container Product Number offered below: No. _____</p>
52 per year Once per week (Invoiced Monthly)	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>
26 per year Once every Two (2) weeks (Invoiced Monthly)	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>
13 per year Once every Four (4) weeks (Invoiced Monthly)	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>	<p>\$_____/ Month</p> <p>For a maximum of _____ (number) of Containers per pick-up</p>

6 per year Once every Eight (8) weeks (Invoiced Quarterly)	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up
4 per year Once every Twelve (12) weeks (Invoiced Quarterly)	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up	\$_____/ Quarter For a maximum of ____ (number) of Containers per pick-up
(Transactional) Only on an ON-CALL Basis (Invoiced / Pick-up)	\$_____/ Pick-up For a maximum of ____ (number) of Containers per pick-up	\$_____/ Pick-up For a maximum of ____ (number) of Containers per pick-up	\$_____/ Pick-up For a maximum of ____ (number) of Containers per pick-up	\$_____/ Pick-up For a maximum of ____ (number) of Containers per pick-up
OPTIONAL: Additional Container (specify size & description): _____ _____	\$_____/ Month For a maximum of ____ (number) of Containers per pick-up	\$_____/ Month For a maximum of ____ (number) of Containers per pick-up	\$_____/ Month For a maximum of ____ (number) of Containers per pick-up	\$_____/ Month For a maximum of ____ (number) of Containers per pick-up

Specify any additional Items Offered which are optional and may be rejected or accepted by the State:

ATTACHMENT VI. RFP NO. 0707005017
SERVICE CONTRACTING
Accountable Government Act

The Accountable Government Act requires all service contracts include clauses in three interrelated categories:

* Payment terms * Monitoring performance * Reviewing performance

These three (3) clauses shall work in harmony with each other and shall be included in the resulting contract in a form determined by the requesting State Agency.

1. Payment terms

State Agencies need to tie the amount or basis for paying a service provider to the provider's performance under the contract. Type of fees include:

- **Base Fee/At-Risk Fee:** With this type of payment clause, the contract has a total fee that is divided into a "base" fee and an "at-risk" fee. For example, the contract may provide for a maximum total fee of \$100,000. The contract could then be divided into a base fee of 90% and at-risk fee of 10%. The contract would provide that the service provider would receive 90% of the total fee for performing the contract. The remaining 10% of the contract would remain "at-risk", meaning that the service provider would receive the 10% of the total fee if it met the performance criteria described in the contract. As a result, the 10% is used to provide the service provider an incentive to perform well under the contract.
- **Minimum Payment plus Incentives/Disincentives:** With this type of payment clause, you establish some minimum or basic performance criteria that the service provider must meet in order to receive any payment. If the service provider meets these minimum criteria, it is entitled to receive the basic payment provided for in the clause. In addition to the minimum requirements, this type of payment clause provides incentives (and disincentives) for meeting (or failing to meet) additional desired outcomes, outputs, or performance criteria. For example,
 - 1) The contract could entitle the service provider to receive some percentage of a minimum fee as an incentive to meet additional performance criteria.
 - 2) You could provide a maximum incentive fee and pay the service provider the fee if it meets a stated performance criteria (i.e. pay a lump sum incentive fee of \$10,000 if the service provider meets the stated performance criteria)
 - 3) You could establish a maximum incentive fee available and pay the service provider a percentage of that available fee for each performance criteria it meets (i.e. if there is a maximum incentive of \$9,000 available, you could identify three separate performance criteria and pay the service provider \$3,000 for each one of these separate criteria that it meets).

Ideally, disincentives should also be used if the service provider fails to meet performance criteria. Disincentives might include refunding (or withholding) a portion of the fee the service provider would otherwise be entitled to. But you must be careful to avoid disincentives that are so severe they constitute a penalty because contractual penalties are unenforceable.

- **Straight Contingency Fee:** A classic example of a straight contingency fee is when you hire a lawyer to represent you for a personal injury lawsuit and that lawyer agrees that you will only have to pay him/her if you win the case. In government, this could be a consulting contract where the service provider's job is to help find and implement cost savings measures and the service provider will be paid a portion of the money saved.
- **Retainage:** This type of payment clause provides that the agency retain some amount of the payment that the service provider would otherwise be paid to ensure that the service provider meets the performance criteria. The agency will not pay the retained payments if the service provider fails to meet the performance criteria, and this serves as a disincentive for poor performance. The retained amount is paid to the service provider if it meets the stated performance criteria by the end of the contract or some other agreed upon interval.
- **Base Fee plus Contingent Fee:** This type of payment clause provides a base fee that the service provider will receive for performing the contract plus a contingency fee for obtaining outcomes, outputs, or meeting performance criteria. For example, a contract for consultant services to help structure an agency so it will be more efficient and save money might include a payment clause that provides a base fee of \$10,000 to allow the service provider to cover its overhead costs plus a contingency fee of 20% of any cost savings the service provider helps the agency achieve.
- **Other Payment Clauses:** The rules are designed to give agencies flexibility to use other payment clauses if the agency determines that a different payment clause would more effectively tie payment to the service provider's performance and is suitable and appropriate in a particular contract.

2. Monitoring Performance

Agencies need to effectively monitor whether a service provider is actually complying with contract terms and meeting the performance criteria. Keep in mind that monitoring is not going to be performed by lawyers – use common everyday language when possible. Monitoring should be comprehensive, systematic, and well documented. The following are types of monitoring plans described in the rules [401IAC 13.4(2)] means and when it might be appropriate to use it:

- **100 Percent Inspection:** This means that you are going to check 100 percent of the service provider's work under the contract. This type of monitoring might be considered when service provider will be performing tasks infrequently, when there is an easy method for checking all the service provider's work, or when it is imperative that the tasks be performed in accordance with stringent performance criteria (health or safety issues).
- **Random Sampling:** This method means that you are going to check some random portion of the service provider's performance to determine whether the service provider is meeting the performance criteria in that sampling. The method often works well when the service provider is performing recurring tasks.
- **Periodic Inspection:** This method, sometimes called "planned sampling" consist of the evaluation of tasks selected on other than a 100 percent or random basis. It

may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.

- **Customer Input:** In this method, you use customers input to evaluate the service provider's performance under the contract. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g. dining facilities, building services, customer surveys and customer complaints may be a primary monitoring method, and customer satisfaction an appropriate performance criteria. In all cases, complaints should be documented, preferably on a standard form.
- **Invoices Itemizing Work Performed:** In this method, you carefully review detailed invoices provided by the service provider. This method may be appropriate when invoices provide reliable information to help you determine when the performance criteria have been met.
- **Other Monitoring Plan:** The rules are designed to give agencies flexibility to use another method of monitoring the service provider's performance if the agency determines that a different plan would effectively oversee the service provider's compliance with the contractual requirements of a particular contract.

3. Reviewing Performance

The contract must also include a clause describing methods to effectively review performance of the contract. According to the statute, the review clause should include (but not be limited to) performance measurements. Service contracts need to include practical, workable, objective and precise performance measures. "Performance measures" may include quality, input, output, efficiency, or outcome measures, and are intended to assist you in determining whether performance has been satisfactory. Because the type of services contracted for will vary widely from agency to agency, it is not possible to devise a one-size-fits-all measurement standard. The key is to tailor means of assessing performance to the specific circumstances involved. Rules that define each of the types measure are as follows:

- **Outcome Measures:** means the mathematical expression of the effect on customers, clients, the environment, or infrastructure that reflects the purpose of the service, product, or activity produced or provided.
- **Output measures:** means the number of services, products or activities produced or provided.
- **Efficiency measures:** means unit cost or level of productivity associated with a given service, product or activity.
- **Quality measures:** means a mathematical expression of how well the service, product or activity was delivered, based on characteristics determined to be important to the customer.

Under a resulting contract, Accountable Government Act Measures shall apply as follows:

In the event any written complaint (which is presented to the Vendor in writing with a reasonable requested resolution) is not acknowledged and satisfactorily resolved within 15 calendar days after its receipt, a \$25 credit shall be applied to the next invoice of the affected governmental agency.

ATTACHMENT VII. RFP NO. 0707005017
CURRENT CONTRACT
2-Pages

December 23, 2005

STATE OF IOWA

CONTRACT AGREEMENT

No. CT2481S

SHORT FORM CONTRACT

Vendor	3 Billing Number, Name and Address
Stericycle, Inc.	3 GENERAL CONTRACT
2805 38 th Street	3
	3 State of Iowa
Des Moines, IA 50310	3 Facilities and Agencies
	3

CONTRACT PERIOD - Effective January 1, 2006 Terminates December 31, 2006

CONTRACT DESCRIPTION

CONTRACT TO FURNISH ALL SUPERVISION, LABOR, MATERIAL AND EQUIPMENT FOR THE LAWFUL COLLECTION, PICK-UP, TREATMENT, TRANSPORTATION, HANDLING AND DISPOSAL OF BIOMEDICAL WASTE MATERIAL IN ACCORDANCE WITH FEDERAL AND STATE LAW, PURSUANT TO THE SPECIFICATIONS, TERMS & CONDITIONS OF SEALED BID BD70200S017 DATED JANUARY 8, 2002, ON FILE WITH THE DEPARTMENT OF ADMINISTRATIVE SERVICES, GENERAL SERVICES ENTERPRISE, HOOVER BUILDING, LEVEL A, DES MOINES, IOWA, 50319-0105.

BIOMEDICAL WASTE CONSISTS OF THE FOLLOWING:

- SHARPS: SYRINGES, NEEDLES, SURGICAL INSTRUMENTS OR OTHER ARTICLE WITH THE POTENTIAL TO CUT OR PUNCTURE HUMAN SKIN
- CULTURES: MICROBIAL CULTURES, ANIMAL OR HUMAN TISSUE CULTURES
- ANATOMICAL MATERIAL: HUMAN OR ANIMAL BODY PARTS, TISSUES, CULTURES
- BLOOD: HUMAN OR ANIMAL, WHOLE OR BLOOD COMPONENTS
- CONTAMINATED MATERIALS: AN ARTICLE CONTAMINATED WITH A PATHOGENIC, CHEMOTHERAPEUTIC, CYTOTOXIC, ANTINEOPLASTIC OR INFECTIOUS MATERIAL
- BLOOD-SOILED ARTICLES: AN ARTICLE CONTAINING BLOOD IN ANY FORM AS A RESULT OF ANY CONTACT WITH BLOOD

THE BUSINESS MANAGER (OR THEIR DESIGNEE) AT EACH STATE OF IOWA FACILITY SHALL DETERMINE IF SERVICES ARE NEEDED. WHEN SERVICES ARE NEEDED THE BUSINESS MANAGER SHALL PROVIDE A WRITTEN REQUEST TO **DAN JOHNSON**, REQUESTING AN ON-SITE VISIT AT NO-CHARGE TO DETERMINE:

1. QUANTITY OF RECEPTACLES REQUIRED (MAXIMUM OF 10)
2. TYPE/SIZE OF RECEPTACLE (28-GALLON DRUM, 25 LB. BOX, 45 LB. BOX)
3. EACH RECEPTACLE PLACEMENT AND PICK-UP LOCATION AT THE FACILITY
4. FREQUENCY OF PICK-UP (ONCE EVERY WEEK, 2-WEEKS, 4-WEEKS, 8-WEEKS OR 12-WEEKS OVER THE PERIOD OF ONE (1) YEAR)

THE ABOVE FOUR (4) ITEMS SHALL BE AGREED UPON IN WRITING ON THE FACILITY'S LETTERHEAD AND SUBSEQUENTLY SIGNED BY THE FACILITY BUSINESS MANAGER AND DAVID HANSEN WHO SHALL BE RESPONSIBLE FOR THE ON-SITE SERVICES, BILLING/PAYMENT ISSUES AND PROVISION OF CURRENT APPLICABLE CERTIFICATES OF INSURANCE.

CONTAINERS AND SERVICE OPTIONS INCLUDE THE FOLLOWING WHICH INCLUDES A 2% PRICE INCREASE EFFECTIVE JANUARY 1, 2006:

FREQUENCY OF CONTAINER DELIVERY AND PICK-UP SERVICE	MAX. OF 10 28-GALLON DRUMS	MAX. OF 10 25-LB. CAPACITY BOXES	MAX. OF 10 45-LB. CAPACITY BOXES
52/YEAR: ONCE A WEEK....	\$ 484.50	\$ 484.50	\$ 484.50 (Monthly Fee)
26/YEAR: EVERY 2 WEEKS..	\$ 262.65	\$ 262.65	\$ 262.65 (Monthly Fee)
13/YEAR: EVERY 4 WEEKS..	\$ 142.80	\$ 142.80	\$ 142.80 (Monthly Fee)
6/YEAR: EVERY 8 WEEKS..	\$ 199.92	\$ 199.92	\$ 199.92 (Quarterly Fee)
4/YEAR: EVERY 12 WEEKS.	\$ 147.90	\$ 147.90	\$ 147.90 (Quarterly Fee)

A MAXIMUM OF 10 DIFFERENT TYPES/SIZES IS ALSO AVAILABLE AT THE SAME PRICING.

ON OR BEFORE THE FIRST DELIVERY, EACH FACILITY BUSINESS MANAGER SHALL RECEIVE THE FOLLOWING MATERIALS FROM STERICYCLE:

1. ONE, OSHA COMPLIANCE MANUAL WHICH INCLUDES:
 - COMPLETE TRAINING MATERIALS
 - COMPREHENSIVE TRAINING LESSONS
 - OSHA MANDATED PLANS AND FORMS
 - UPDATES WHENEVER THE REGULATIONS CHANGE
2. ONE, BLOODBORNE PATHOGENS INTERACTIVE TRAINING PROGRAM ON CD-ROM
 - TRAINING PROGRAM WITH BBP STANDARD USING FULL-MOTION VIDEO
 - MEETS OSHA REQUIREMENTS WITH A QUIZ AT THE END OF EACH SEGMENT
 - PRINTS A RECORD OF TRAINING

BILLING: INVOICES ARE PROVIDED MONTHLY FOR DELIVERY/PICK-UPS SCHEDULED WEEKLY, EVERY 2-WEEKS AND EVERY 4-WEEKS AND QUARTERLY FOR DELIVERY/PICK-UPS SCHEDULED ONCE EVERY 8-WEEKS AND ONCE EVERY 12-WEEKS

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ADDITIONAL NOTE: THE ABOVE PRICING IS THE MAXIMUM BILLABLE. IN THE EVENT OF A CIRCUMSTANCE UNIQUE TO A SINGLE FACILITY OCCURS, ALTERNATE PRICING MAY BE AVAILABLE IF APPROVED BY DAN JOHNSON.

Pricing is Firm: 365 days
FOB: Destination
Payment Terms: Net 60
Minimum Order: One Year of Service

Vendor Contact: **DAN JOHNSON**
E-Mail Address: **djohnson@stericycle.com**
Cell Phone No.: 515-314-5541
Office FAX: 515-279-2390
Office Phone: 515-255-5626
Vendor ID: 36364040201

DAS Purchasing Contact: Jeanette Chupp
E-Mail Address: Jeanette.Chupp@iowa.gov
DAS Phone: 515-281-6288
DAS FAX: 515-281-3628

LINE	COMMODITY	UNIT PRICE	UNIT	DESCRIPTION
001	94893	0.000000	per MONTH	MEDICAL WASTE DISPOSAL
002	94893	0.000000	per QUARTER	MEDICAL WASTE DISPOSAL

Vendor

3 IOWA DEPT.OF ADMINISTRATIVE SERVICES
3 GENERAL SERVICES ENTERPRISE
3

3 BY

Authorized Signature

3
3
3

Jeanette Chupp
Dec. 23, 2005